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|---|--|---|--|--|--|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |  |   |  | 1. Contract ID Code<br>Firm-Fixed-Price  |  | Page 1 Of 4  |  |
| 2. Amendment/Modification No.<br><br>0001   |  | 3. Effective Date<br><br>2003MAY13  |  | 4. Requisition/Purchase Req No.<br><br>SEE SCHEDULE  |  | 5. Project No. (If applicable)   |  |
| 6. Issued By<br>Code<br>W52P1J<br><br>HQ JMC<br>AMSJM-CCA-M<br>RITA COMBS (309)782-3605<br>ROCK ISLAND, IL 61299-6000<br>BLDG 350<br>EMAIL: COMBSR@OSC.ARMY.MIL   |  | 7. Administered By (If other than Item 6)<br>Code<br><br><div>SCD      PAS      ADP PT</div>  |  |  |  |  |  |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)   |  |   |  | <input checked="" type="checkbox"/>  |  | 9A. Amendment Of Solicitation No.<br><br>DAAA09-03-R-0044              |  |
|   |  |   |  |  |  | 9B. Dated (See Item 11)<br>2003APR11                                   |  |
|   |  |   |  | <input type="checkbox"/>   |  | 10A. Modification Of Contract/Order No.                                |  |
|   |  |   |  |  |  | 10B. Dated (See Item 13)   |  |
| Code  |  | Facility Code   |  |  |  |  |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS   |  |   |  |  |  |  |  |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers<br><input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.<br>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |  |  |  |
| 12. Accounting And Appropriation Data (If required)   |  |   |  |  |  |  |  |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS<br>It Modifies The Contract/Order No. As Described In Item 14.  |  |   |  |  |  |  |  |
| <input type="checkbox"/>  |  | A. This Change Order is Issued Pursuant To:<br>The Contract/Order No. In Item 10A.      The Changes Set Forth In Item 14 Are Made In  |  |  |  |  |  |
| <input type="checkbox"/>  |  | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). |  |  |  |  |  |
| <input type="checkbox"/>  |  | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:  |  |  |  |  |  |
| <input type="checkbox"/>  |  | D. Other (Specify type of modification and authority)   |  |  |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.   |  |   |  |  |  |  |  |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>SEE SECOND PAGE FOR DESCRIPTION  |  |   |  |  |  |  |  |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  |  |   |  |  |  |  |  |
| 15A. Name And Title Of Signer (Type or print)   |  |   |  | 16A. Name And Title Of Contracting Officer (Type or print)                                   |  |  |  |
| 15B. Contractor/Offeror<br><br>_____<br>(Signature of person authorized to sign)  |  | 15C. Date Signed  |  | 16B. United States Of America<br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer) |  | 16C. Date Signed   |  |
| NSN 7540-01-152-8070<br>PREVIOUS EDITIONS UNUSABLE  |  |   |  | 30-105-02  |  | STANDARD FORM 30 (REV. 10-83)<br>Prescribed by GSA FAR (48 CFR) 53.243 |  |

|                    |   |              |             |
|--------------------|---|--------------|-------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued |              | Page 2 of 4 |
|                    | PIIN/SIIN DAAA09-03-R-0044                | MOD/AMD 0001 |             |

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

ITEM: PALLET ADAPTER, MK 11-2 (TOP)  
NSN: 8140-01-108-2667

ITEM: PALLET ADAPTER, MK 11-2 (BOTTOM)  
NSN: 8140-01-102-1086

THE PURPOSE OF THIS AMENDMENT IS AS FOLLOWS:

1. DELETE THE FOLLOWING CLAUSES:
- (E-5) FIRST ARTICLE TEST (CONTRACTOR TESTING)
- (I-74) FIRST ARTICLE APPROVAL - CONTRACTOR TESTING
2. REVISE CLAUSE E-4, FIRST ARTICLE TEST (GOVERNMENT) PER THE CLAUSE ATTACHED. CHANGES TO THE CLAUSE HAVE BEEN UNDERLINED FOR EASIER IDENTIFICATION.
3. CORRECT CLAUSE K-4, SMALL BUSINESS PROGRAM REPRESENTATIONS PER THE CLAUSE ATTACHED. THE CORRECTED NAICS CODE IS 332993; THE CORRECTED SMALL BUSINESS SIZE STANDARD IS 1500 EMPLOYEES.

\*\*\* END OF NARRATIVE A 002 \*\*\*

|                                       |   |                           |
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| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAA09-03-R-0044 <b>MOD/AMD</b> 0001 | <b>Page</b> 3 <b>of</b> 4 |
| <b>Name of Offeror or Contractor:</b> |   |                           |

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

| <u>Status</u>   | <u>Regulatory Cite</u> | <u>Title</u>                            | <u>Date</u> |
|---|------------------------|---|-------------|
| E-1 CHANGED<br>OSC  | 52.209-4511            | FIRST ARTICLE TEST (GOVERNMENT TESTING) | MAY/1994    |
| a. The first article shall consist of:  |                        |   |             |
| (1) <u>TWO (2) EACH, ONE GALVANIZED AND ONE UNGALVANIZED TOP SPACER WELDMENTS, THREE BUTT WELD AND THREE COROSS WIRE WELD SPECIMENS, TESTED IAW EXCEPTION 1.3 OF ADL 10001-2645676J, DATED 8/16/02.</u> |                        |   |             |
| (2) <u>TWO (2) EACH, ONE GALVANIZED AND ONE UNGALVANIZED BOTTOM SPACER WELDMENTS, THREE BUTT WELD AND THREE CROSS WIRE SPECIMENS TESTED IAW EXCEPTION 1.3 OF ADL 10001-2645675G DATED 8/16/02;</u>      |                        |   |             |

which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: NAVAL SURFACE WARFARE CENTER, INDIAN HEAD, 201 HIGHWAY 34 SOUTH, ATTENTION: CODE 712 (EARL HUMPHRIES), BLDING C-54, COLTSNECK, NJ 07722-5023. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated: REPETITIVE SHOCK (SUPERIMPOSED LOAD), CORNERWISE DROP, IMPACT AND STACKING AND DISASSEMBLY IAW MIL-STD-1660. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article as selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6033)

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| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAA09-03-R-0044 <b>MOD/AMD</b> 0001 | <b>Page</b> 4 <b>of</b> 4 |
|---------------------------|---|---------------------------|

**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

| <u>Status</u>  | <u>Regulatory Cite</u>   | <u>Title</u> | <u>Date</u> |
|--|--|--------------|-------------|
| K-1 CHANGED 52.219-1   | SMALL BUSINESS PROGRAM REPRESENTATIONS   |              | APR/2002    |
| (a)(1)   | The North American Industry Classification System (NAICS) code for this acquisition is 332993. |              |             |
| (2)  | The small business size standard is 1500 employees.  |              |             |
| ***  |  |              |             |
| (b)  | Representations.   |              |             |
| (1)  | The offeror represents as part of its offer that it ___is, ___is not a small business concern. |              |             |
| (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.  |  |              |             |
| (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.  |  |              |             |
| (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.  |  |              |             |
| (5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.   |  |              |             |
| (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that  |  |              |             |
| (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and  |  |              |             |
| (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation. |  |              |             |
| ***  |  |              |             |
| (End of provision)   |  |              |             |
| (KF6003)   |  |              |             |